

LABOR-MANAGEMENT AGREEMENT

**United States Department of Agriculture
North Dakota Rural Development**



**American Federation of Government Employees
Local 1888**



Effective December 1, 2003

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ARTICLE 1

GENERAL PROVISIONS

1.1 AUTHORITY:

This agreement is made under authority contained in 5 USC Chapter 71 and in accordance with the Certification of Representation dated October 4, 2000.

1.2 RECOGNITION AND UNIT DESIGNATION:

Under authority contained in 5 USC Chapter 71 the Union is hereby recognized as the exclusive representative of all the employees described in Article 1.3. The Union recognizes its responsibility to represent the interest of all bargaining unit employees with respect to grievances, personnel policies, practices, and procedures, or other matters affecting their general working conditions, subject to the express limitations set forth herein.

1.3 UNIT:

The bargaining unit for which the American Federation of Government Employees, AFL-CIO is exclusive representative is described as follows:

INCLUDED: All professional and non-professional general schedule employees, including term and temporary employees, of the USDA Rural Development, North Dakota.

EXCLUDED: All management officials; supervisors and employees described in 5 USC 7112 (b) (2), (3), (4), (6), and (7).

1.4 CONTROLLING AUTHORITY:

In the administration of all matters covered by the agreement, officials and employees are governed by existing and/or future laws, and regulations of appropriate authorities; by published agency regulations and Common Policies (Employee Recognition, Performance Management, Hours of Duty, and Merit Promotion) in existence at the time the agreement was approved; and by subsequently published agency regulations and policies required by laws or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level, and by 5 USC Chapter 71.

1.5 MID-TERM NEGOTIATING:

The Parties agree that unless a condition of employment subject to bargaining under 5 USC Chapter 71 is set forth in this Agreement, it is appropriate for mid-term bargaining and may be brought to the table by either party.

1.6 ANNIVERSARY OF COLLECTIVE BARGAINING RELATIONSHIP:

In recognition of the public policy benefits of collective bargaining, in accordance with 5 USC 7101, October 4th, the anniversary of the FLRA certification of this bargaining unit, will be an opportunity for the Parties to mutually recognize their accomplishments and renew their commitment to continued cooperation.

ARTICLE 2

RIGHTS OF EMPLOYER, UNION, AND EMPLOYEES

2.1 Both parties recognize the rights and obligations conferred on Unions and Management by the Federal Service Labor-Management Relations Statute (Title 5 USC Chapter 71), as well as the Congressional findings and purposes stated in 5 USC 7101 (a) and (b) with regard to collective bargaining in the Civil Service. (The latter is reproduced and included as Appendix 1.)

2.2 As it regards working conditions and the application of personnel policies, practices, and procedures, employees have the right to be treated fairly, and impartially, and with proper regard for their privacy and constitutional rights. The Union and the Employer agree to work toward the creation of a work environment in which management and employees treat each other with respect and consideration.

2.3 Each employee is accountable to the employer for performance of assigned duties and compliance with governing regulations. Within this context, the employer affirms the right of employees to conduct their private lives, as they deem proper, providing such conduct does not adversely affect the confidence of the public or integrity of the Government.

ARTICLE 3

NEGOTIATIONS

3.1 MANNER:

The Union and the Employer have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. The parties agree to make reasonable efforts to resolve differences that arise between them concerning the administration of this agreement.

3.2 SCOPE:

Subjects appropriate for negotiations between the parties are personnel policies, practices, and matters relating to or affecting working conditions of employees within the bargaining unit {per 5 USC 7103 (a) (14)}. The Employer agrees to negotiate with the Union on any new policy or change in established policy or past practice. If the change itself is not subject to negotiations by law, its impact upon the employees and procedures for implementing the change will be negotiated, in accordance with this article.

3.3 GROUND RULES:

The parties will continue to adhere to the terms of the Memorandum of Understanding on Ground Rules for Bargaining signed on May 30, 2002 (Appendix 2).

ARTICLE 4

GRIEVANCE PROCEDURE

4.1 COMMON GOAL:

A. Since dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on any employee's good standing, performance, loyalty, or desirability to the Employer.

B. The Employer and the Union agree that every effort will be made to settle grievances at the lowest possible level. It is the intent of the Employer and the Union:

- (1) To have open discussions surrounding issues that may have led to the grievance,
- (2) To give such matters serious attention, and
- (3) To cooperate in the resolution of the same in the spirit of mutual problem solving.

4.2 SCOPE:

A. A grievance means any complaint, as defined in 5 USC 7103(a)(9), while excluding those issues specified in 5 USC 7121(c).

B. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the lowest possible level. It is not necessary to demonstrate that a law, rule, regulation, or negotiated

provision has been violated in order for an employee to have a legitimate grievance needing remedy.

4.3 PRESENTATION:

A. An employee should first raise the matter to be grieved to the designated Union Steward. This contact may be made in person, if on-site, or by telephone, fax, or electronic mail (e-mail). The Union Steward will investigate the issue. The Employer will make every effort to cooperate with the Union's investigation. If the employee and Steward choose, they can request a meeting to discuss the matter with the grieving employee's supervisor in order to attempt to resolve the problem. The Steward will inform the supervisor that an informal grievance is being held. This meeting does not, in any way, waive or change the 30-day time limit referred to in Section B below.

B. If an informal meeting is not held, or if the matter is not resolved, the Union may file a written grievance on behalf of the employee on the matter. A written grievance must be filed within 30 days of the date the grievant became aware of the incident being grieved. The written grievance will describe the incident being grieved. It will identify, if appropriate, the specific law, rule, regulation, or negotiated provision that was allegedly violated. It will state the remedy being requested and it will identify the Union Steward representing the grievant. Within 10 days of receipt of a written grievance, the supervisor will review the matter, schedule and hold a meeting to include the supervisor, a management designee, the grievant, and the Union Steward, to discuss the issues. Other employees or Employer representatives may attend if mutually agreed upon by the supervisor and the Union Steward. The supervisor will forward a written response, to both the Union Steward and the Chief Steward, granting or denying the remedy requested, within 10 days of the meeting.

C. If not satisfied with the immediate supervisor's decision; the Union may similarly submit a written request for review by the State Director within 15 days of receipt of the immediate supervisor's decision. Within 15 days, the State Director or designee, will schedule a meeting to include the grievant, the Chief Steward or designee, the State Director or designee, and another Employer representative. Other employees or Employer representatives may attend if mutually agreed upon by the State Director or designee and the Chief Steward or designee. The State Director or designee will respond with a written decision

granting or denying the remedy requested within 15 days of the meeting. A Union or Management initiated grievance will be processed under this Subsection C.

4.4 TIME LIMITS:

Time limits indicated above may be modified by mutual agreement.

ARTICLE 5

ARBITRATION

5.1 CONDITIONS FOR INVOKING ARBITRATION:

If the Union is not satisfied with the State Director's decision, the decision may be appealed to arbitration within 30 days of the receipt of the State Director's final decision by filing a signed request for arbitration with the State Director that is clearly identified as the Union's "Notice of Intent to File for Arbitration" by so stating in the subject line or at the beginning of the letter or memorandum.

5.2 SELECTING AN ARBITRATOR:

A. The grieving Party will request, and pay for, the Federal Mediation and Conciliation Service (FMCS) to submit a list of 9 impartial persons from Montana, Wyoming, North Dakota, and Minnesota to act as Arbitrators in North Dakota. If the initial list has less than 9 names, a Regional list will be requested to obtain any additional names needed to reach 9 names.

B. Upon receipt of such a list, the Employer and the Union will meet within 15 days to attempt to mutually agree on the selection of one of the Arbitrators listed. If agreement cannot be reached, the grieving party will make the first strike from the list of Arbitrators and then the other Party, until an Arbitrator is chosen.

The Parties agree to cooperate in establishing a mutually agreeable and timely hearing date.

5.3 PROCEDURE:

If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each shall make a separate submission and the Arbitrator shall determine the issue(s) to be heard. Local attempts to resolve the dispute should continue during the Arbitration process right up to and including the hearing. The arbitration hearing shall normally be held on the Employer's premises during regular working hours. Witnesses in the employ of the Employer will be in official duty status. The Employer and the Union will share equally the Arbitrator's costs. The Arbitrator will be requested to render his/her award as quickly as possible. The Arbitrator's award shall be binding on the Parties. However, either Party may file exceptions to the award with the Federal Labor Relations Authority (FLRA) per 5 USC 7122. Refer to 5 USC 7123 concerning judicial review.

5.4 TIME LIMITS:

Time limits indicated above may be modified by mutual agreement.

ARTICLE 6

USE OF OFFICIAL FACILITIES AND SERVICES

6.1 FACILITIES AND TRAVEL:

A. The Union will have access to such facilities and services as are reasonable, necessary, and in the public interest. This includes, but is not limited to, meeting rooms, duplicating equipment, telephones, teleconferencing, fax equipment, computers, e-mail, and normal office supplies and equipment. In order to avoid disruptions in agency operations, the Union will provide reasonable notice for purposes of approval, generally at least 48 hours, of its intent to use facilities, such as meeting rooms, that may be scheduled for other uses.

B. The Union will make every reasonable effort to keep travel and per diem charges to a minimum. Travel and per diem will be claimed only in connection with approved official time and subject to the Provisions in the following three subsections.

6.2 UNION REPRESENTATIVES:

Travel and per diem will be paid in connection with authorized official time while negotiating labor management agreements, attending management initiated meetings with the Union, representing the Union before the FLRA or the Federal Service Impasses Panel (Panel), representing the Union in an arbitration proceeding or in such other instances as mutually agreed upon by the Parties. If a GSA vehicle is unavailable, the union representative may use a privately owned vehicle and request mileage reimbursement.

6.3 UNION STEWARDS:

Travel and per diem costs will be paid concerning the investigation and presentation of first step grievances within the assigned geographic area. Stewards will make every reasonable effort to first make use of the Employer's telecommunications equipment, i.e., telephones, fax, and e-mail. If it is necessary for the steward to travel for a face-to-face meeting, a GSA vehicle will be used if available. If a GSA vehicle is unavailable, the steward may use a privately owned vehicle and request mileage reimbursement.

6.4 BARGAINING UNIT MEMBERS:

The employee will make every reasonable effort to first make use of the Employer's telecommunications equipment, i.e., telephone, fax, and e-mail, concerning any potential grievance. If a face-to-face meeting with a steward is needed, the steward will normally travel to the employee's worksite. If the steward is unable to travel, then the employee will go to the steward's duty station. In this event, a GSA vehicle will be used if available. If a GSA vehicle is unavailable, the employee may use a privately owned vehicle and request mileage reimbursement.

ARTICLE 7

UNION REPRESENTATION AND OFFICIAL TIME

7.1 RECOGNIZED OFFICIALS:

A. The Employer recognizes the elected Officers of the Union. In recognition of the organizational structure of the USDA Rural Development North Dakota, as determined by the Employer, the Union will provide a Steward for each of the 4 Areas and the State Office, as well as a Chief Steward. The Union will notify the Employer of any changes in its Officer and Steward rosters as such changes occur.

B. While all of these Officers and Stewards will have access to official time for purposes of representing the bargaining unit, the Union agrees not to have more than 6 Officers or Stewards on official time at the same time, unless there is a Labor-Management exigency requiring such, and to be reasonable and prudent in its use of official time. In the interests of cost effectiveness and consistency, the appropriate Steward or Officer will be provided official time for representational purposes in the geographic area designated, unless, on a case-by-case basis, mutual agreement indicates that a substitute is more appropriate.

7.2 AMOUNT OF OFFICIAL TIME:

A. The Union shall be granted a block of 25 hours official time per month for its officials designated in Section 7.1.A above. Official time can accumulate within a quarter, however it shall not accumulate from quarter to quarter.

B. In addition to the block of time described above, recognized Union officials are authorized official time while:

(1) Serving as a Union representative during meetings of joint committees established by agreement of the Parties;

(2) Negotiating labor management agreements on behalf of the bargaining unit;

(3) Participating for or on behalf of the Union in any phase of proceedings before the FLRA or the Panel during the time the employee would otherwise be in a duty status;

(4) Representing another bargaining unit member in an arbitration proceeding.

7.3 PROCEDURE:

A. Normally, requests for Official Time will be directed to Supervisors in the case of Stewards, and the State Director in the case of Officers. If an Officer or Steward needs more time than what was originally mutually agreed upon, an extension can be requested, and will be approved if necessary to complete the representational task. The Employer agrees to approve whatever official time is necessary to complete the Union's representational responsibilities.

B. Official time will be requested by the Union, approved by the Employer and recorded on the agreed upon form (Appendix 3).

7.4 LIMITATIONS:

A. All internal business of the Union, including but not limited to solicitation of membership, collection of dues, and campaigning in and conducting elections for Union office, will be performed during non-duty hours.

B. Employees may contact designated Union Stewards and Officers and the Union may receive unscheduled telecommunications without charge to leave or official time.

C. Such initial contacts should not exceed 15 minutes per case. Subsequently, the Union Steward or Officer will contact his/her immediate supervisor to arrange for the official time necessary to investigate and provide representation on the matter involved. The Employer will normally approve the request. However, if due to compelling workload demands the Employer is unable to provide the official time when requested, the Employer will arrange for the necessary time at the next earliest available time, but normally within 3 business days. Any time limits that may apply will be extended by the amount of the delay.

D. The Union may similarly request additional time, as needed, if the necessary task was not completed.

E. In accordance with 5 USC 7116(a), Union Officers and Stewards will not be personally disadvantaged in any way, such as but not limited to, their performance appraisals or suitability for promotions, as a result of their use of official time.

F. Once the use of official time is approved, the Employer will reassign workloads of Union Officers and Stewards in order for their representational duties to be carried out.

7.5 UNION TRAINING:

A. The Parties recognize the benefit of labor relations training to foster the purposes of Chapter 71 of the Statute.

B. Unless there are compelling workload demands, reasonable administrative leave will be granted by the State Director to bargaining unit employees designated by the Union to travel and attend Union sponsored or approved training sessions. Upon request, the Union will provide the Employer with a copy of the agenda for the training program. The Union recognizes that the Employer should receive as much advance notice of such training as is possible.

C. Under such terms, the Employer will approve yearly attendance at the AFGE 8th District Seminar held in May in the Iowa City area for each Union designated bargaining unit member limited to no more than 6 per seminar.

ARTICLE 8

WORK SCHEDULES

8.1 GUIDELINES:

The Employer agrees to administer hours of duty and alternative work schedules in accordance with RD Instruction 2051-F, dated May 31, 2000, on matters not covered in this agreement.

8.2 WORK SCHEDULES:

Employee work schedules will be established in accordance with RD Instruction 2051-F, dated May 31, 2000.

8.3 ALTERNATIVE WORK SCHEDULES (AWS):

Employees may apply for an AWS as provided in RD Instruction 2051-F. Such a schedule may be authorized if all the following criteria are met:

- A. Service to the public cannot be diminished, and
- B. Productivity cannot be decreased, and
- C. Costs of operation must not increase.

8.4 OFFICE CLOSURE:

An office will not be closed as the result of employees' Non Work Day (NWD) without the prior approval of the State Director or designee.

8.5 OFFICE HOURS:

Offices will remain open and capable of providing customer service during the noon lunch break. Supervisors can enlist the aid of other USDA agencies for office coverage.

8.6 BREAKS:

Employees shall have an opportunity to take a fifteen-minute paid break in the morning and another fifteen-minute break in the afternoon. On any occasion, an employee may choose not to take a break. This does not affect the right to take future breaks. The employees will work with their supervisor to reach a mutually satisfactory schedule for everyone. The supervisor will make the final decision. Employees on breaks shall not interfere with the work of other employees not on break. Break time shall not be added to the unpaid lunch period nor will it be accumulated for future use.

ARTICLE 9

LEAVE

9.1 GENERAL:

The Employer and Union have a common interest to create a Family Friendly Workplace that enables the Agency to meet their mission needs while allowing employees flexibility to meet both work and family needs.

9.2 GUIDELINES:

The parties agree that the Leave Administration Handbook (Appendix 4) will govern the use of all leave not otherwise specified in this article. The approval of leave is not an absolute right afforded the employee, but is conditioned on the needs of service. The Employer agrees to comply with the provisions of the Family Friendly Leave Act and the Family and Medical Leave Act. The Union agrees to cooperate with the Employer to prevent sick leave abuse and to actively encourage the prudent use of sick leave.

9.3 OTHER LEAVE:

The hazardous weather policy outlined in the Leave Administration Handbook (Appendix 4) will be adhered to. State issued instructions or AN's mutually agreed upon by management and the union can be used to supplement or supercede the provisions in the handbook. Timekeepers should follow Payroll/Personnel Manual, Chapter 7; Time and Attendance Procedures, when coding T&A's for hazardous weather dismissal. The hours and identifying notation on the T&A worksheet are shown as Transaction Code 66 – Other, "HW."

ARTICLE 10

SAFETY AND HEALTH

The Employer and the Union have a common interest in promoting safe working habits and safe conditions. The Employer shall provide and maintain safe and healthful working conditions for all employees. All employees are responsible for promptly reporting unsafe or unhealthy conditions to their immediate supervisor or appropriate personnel. The Employer and the Union recognize that observing safe work practices and wearing of prescribed protective equipment is primarily the responsibility of each employee. The Employer and the Union will cooperate in encouraging employees to work in a safe manner and to report promptly any unsafe or unhealthy conditions to their supervisor.

ARTICLE 11

DISCIPLINE AND ADVERSE ACTION

11.1 GENERAL:

The parties agree that the objective of a disciplinary action is to maintain an orderly, competent, and productive organization. Disciplinary and adverse actions against employees will be based on just cause, will be consistent with applicable laws and regulations, and will be fair and impartial. This article applies to disciplinary actions, suspensions, removals, reduction in grade or pay, and furloughs of 30 days or less. The least degree of discipline likely to correct the problem shall normally be taken. The parties recognize that the Employer retains the right to discipline. It is also recognized that any disciplinary action demands the exercise of responsible judgment so that an employee is not penalized out of proportion to the character of the offense. The parties also recognize that disciplinary action is more effective when initiated timely after the offense.

11.2 PROCESS:

A. The Employer normally agrees to meet with the employee and representative, if requested, concerning the alleged factual circumstances for such a proposal prior to its being reduced to writing, except that meetings are not required when the incident has previously been discussed in a face to face meeting with the employee. The Employer will carefully consider all circumstances in determining whether a proposed action should be initiated. An employee, upon request, will be permitted to review the material, which is relied upon to support the reasons for the action proposed. When an employee is subject to a disciplinary action, the letter will inform him or her of the right to file a grievance. Letters of reprimand or caution will be removed from the Official Personnel Folder (OPF) at the expiration date cited in the action, normally not to exceed two years.

B. An employee against whom a disciplinary action, other than a letter of reprimand or caution, is proposed, is entitled to the following:

1. The proposed written notice, with specific reasons for the action, will not be effective for at least 10 days from the date of notice.

2. A reasonable time, normally seven calendar days, to answer, preferably in writing (and/or orally), and to submit any documentary evidence and affidavits in support of the reply. The employee may be granted an extension of the reply period at the discretion of the deciding official, if the employee provides valid reasons requiring such an extension.

3. To be represented by an AFGE representative.

C. After considering the employee's response, the Employer will issue a written decision. If the decision is unfavorable to the employee, the decision may be grieved through the negotiated grievance procedure. The decision letter will specifically inform the employee of this right.

D. If the Employer proposes an adverse action against the employee (removal, suspension of more than 14 days, reduction in pay or grade, or furlough of 30 days or less), the employee is entitled to the same rights as above except that there will be at least 30 days advance written notice (unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed), which states specific reasons for the proposed action.

E. After considering the employee's response, if any, the Employer will issue a written decision. If the decision is to effect an action, the letter will specify the action, the reasons, the effective date, and the employee's right to challenge the decision. That right will be either to appeal the action to the Merit Systems Protection Board (MSPB) or to file a written grievance under the negotiated grievance procedure, but not both. If the grievance procedure is pursued, it will normally be filed at the last step.

ARTICLE 12

EQUAL EMPLOYMENT OPPORTUNITY

The parties agree to actively support programs developed to provide equal opportunity in employment for all persons; to prohibit discrimination because of age, race, color, religion, sex, national origin, marital or family status, sexual orientation or disability, to promote the realization of equal employment opportunity.

ARTICLE 13

MERIT PROMOTION

13.1 GENERAL:

All actions taken under the Merit Promotion Program (MPP) will be in accordance with government-wide regulations and will comply with higher-level policy and instruction and the provisions of this agreement.

13.2 PROCEDURES:

The Employer retains the right to fill bargaining unit positions through other methods, such as, non-competitive sources and OPM-authorized lists of eligible applicants. If the Employer is using the MPP to fill a bargaining unit position, the provisions of the Common Merit Promotion Policy, dated July 12, 1999 will be followed.

13.3 GRIEVANCES:

The candidate may not grieve non-selection from a list of properly ranked candidates. Although an employee may not grieve his/her non-selection, he/she may grieve the selection process. Consequently, when the employee or the Union is considering the filing of a grievance, the employee and/or the Union shall have access to all necessary records pertaining to the examination process and the filling of the vacancy. This documentary or information access shall be made available, upon request, and consistent with applicable laws, government-wide rules, and regulations. The parties acknowledge that promotions, whether competitive or not, are based on the proper classification of positions and demonstrated ability of employees. No employee is entitled solely by virtue of

qualifications or any other reason to a promotion unless it is deemed to be merited by the Employer.

ARTICLE 14

POSITION DESCRIPTION AND CLASSIFICATION

14.1 GENERAL:

Employees are entitled to position descriptions which accurately describe their major duties and which are properly classified as to series and grade. Employees and supervisors should periodically review the position descriptions to assure that accuracy is maintained. It is understood that the phrase “performs other duties as assigned” is not intended to mean major duties that are performed on a regular or recurring basis. If an employee continues to be assigned ongoing work assignments which are not described in their job description, the supervisor and employee will work together to provide an updated position description.

14.2 INACCURACIES:

If an employee believes that his/her position is inaccurate, he/she should advise the supervisor of the concern and provide the supervisor with sufficient information in writing to allow the supervisor to look into the matter.

14.3 DISPUTES:

If an employee believes that his/her position is incorrectly classified as to series and/or grade and the State Office disagrees, he/she has three options to pursue a classification appeal:

1. Written appeal, following agency procedures, to the Rural Development Assistant Administrator for Human Resources in the National Office; and/or

2. Written appeal, following Department procedures, to USDA, Office of Human Resources Management, Compensation and Employment Division; and/or

3. Written appeal directly to the U.S. Office of Personnel Management (OPM).

An employee receives the maximum number of reviews if the appeal is filed first with the agency, then with the Department, and lastly with OPM. If the appeal is filed directly with OPM, it is the first and final review. An employee chooses which office(s) to send his/her appeal.

ARTICLE 15

PERFORMANCE APPRAISAL

15.1 GENERAL:

North Dakota Rural Development employees and management strive for continuous improvement in performance to fulfill the Agency's commitment to provide quality customer service. Achievement of the Mission is best accomplished in an environment that both recognizes employee contributions and promotes teamwork.

15.2 SYSTEM:

The parties agree to use Common Policy Directive 4140-01 (and the Performance Management Handbook which supplements the Policy) as the process to communicate expectations and to provide feedback on accomplishments. A copy of both documents will be available in each office.

15.3 UNSATISFACTORY PERFORMANCE:

If a supervisor believes that an employee's performance is not at the "Results Achieved" level, he/she will notify the employee of that fact in writing, providing all the supporting information described in the Common Policy and providing a period to improve the performance to the "Results Achieved" level.

ARTICLE 16

DUES WITHHOLDING

16.1 GENERAL:

Voluntary allotments by bargaining unit employees for the payment of dues to AFGE Local 1888 will be authorized and processed in accordance with the Memorandum of Understanding of June 22, 1979 between the United States Department of Agriculture and the American Federation of Government Employees (Appendix 5). Further details are provided in Appendix 6.

16.2 NOTIFICATION:

The Union agrees to inform all the members of the bargaining unit of the nature of authorizing allotment of pay to cover dues, the prescribed procedure for authorizing the allotment, conditions that will cause the allotment to change without the employee's direct action, and the provisions and procedures for exercising their prerogative of revoking an allotment on an annual basis. The Union will provide management with a copy of this notification.

16.3 ERRORS:

The parties recognize that administrative errors occur. If dues deductions were inadvertently withheld from an employee's pay without authorization, the Union will promptly refund the erroneous remittance. If dues were not deducted from an employee's pay, the Employer will collect no more than \$10 of additional dues deductions for the succeeding pay periods until the correct amount is deducted and remitted to the Union.

ARTICLE 17

INCENTIVE AWARDS

17.1 GENERAL:

The parties agree that the Employee Recognition Program is intended to enhance employee morale. The program acknowledges contributions that lead to achievement of organizational, team, and individual results.

17.2 PROCEDURES:

The provisions of Common Policy 4130, dated April 1, 1999, will govern the administration of the incentive awards program until such time that the Equal Employment Opportunity Advisory Committee (EEOAC) completes their review and makes recommendation(s) for change, if any.

ARTICLE 18

CONTRACTING OUT

18.1 GENERAL:

The parties acknowledge that the right to contract out is a management right under 5 USC 7106. The Employer acknowledges its obligation to adhere to all applicable laws, regulations, and Agency policy in contracting for work or services.

18.2 COMPETITIVE SOURCING:

The Employer agrees to comply with all provisions of OMB Circular A-76, and other applicable government-wide laws, rules or regulations and Federal Labor Relations Authority (FLRA) decisions concerning competitive sourcing.

18.3 PLACEMENT:

The Employer will make a reasonable effort to place employees adversely affected by a decision to contract out bargaining unit work.

ARTICLE 19

REDUCTION IN FORCE

19.1 GENERAL:

Any reduction in force (RIF) will be conducted in accordance with laws, regulations, and the provisions of this agreement.

19.2 NOTIFICATION:

The Employer will notify the union of a proposed RIF at least 90 calendar days before the anticipated effective date and before any official notification to employees. The notification will include:

1. The anticipated action(s) to be taken;
2. The reason(s) for the action;
3. The competitive areas affected;
4. The competitive levels affected;
5. The approximate numbers, types, and grades of bargaining unit positions to be affected;
6. The anticipated effective date;
7. Any supporting rationale for the decision;
8. The measures being considered to reduce the impact on bargaining unit employees.

19.3 NEGOTIATIONS:

The Union must advise the Employer in writing, normally within five (5) but not to exceed ten (10) calendar days of the above notification if it intends to negotiate the impact of the decision. Specific, written proposals must then be submitted in writing to the Employer ten (10) calendar days after the Union's notification above. If proposals are submitted, the negotiation process will begin within five (5) calendar days after receipt.

ARTICLE 20

SEXUAL HARASSMENT

20.1 GENERAL:

The Employer and Union acknowledge that sexual harassment undermines the integrity of the Federal government and will not be tolerated. The parties agree that all employees have a right to work in an environment free from any form of sexual harassment and that we share the responsibility for maintaining integrity and professionalism in the work place. An employee who believes that he/she is, or has been, sexually harassed should seek immediate advice and counsel from his/her supervisor, EEO counselor, or Human Resources personnel.

20.2 REMEDY:

Any employee engaged in documented sexual harassment is subject to disciplinary action.

ARTICLE 21

DURATION

21.1 GENERAL:

This agreement and any supplemental agreement will remain in full force and effect for one (1) year from the date of original approval by the head of the Agency as provided by 5 USC 7114 (C).

21.2 AMENDMENTS:

Other negotiations during the term of this Agreement to amend or modify the subject matter require the mutual consent of the parties. The terms of this Agreement will remain in effect until superseded by a ratified and approved change.

21.3 SUPPLEMENTAL AGREEMENTS:

Supplemental Agreements and/or Memorandum of Understanding pertaining to personnel practices and working conditions may be entered into, if such action is necessary to reflect legal and regulatory changes, or if both parties agree that it is expedient to do so.

21.4 EXPIRATION:

Upon completion of the 1-year term, the Agreement shall be automatically renewed for a 1-year period unless either party gives the other party written notice of its intention to re-negotiate this Agreement no less than 60 days or no more than 105 days prior to its termination date.

21.5 DISTRIBUTION:

Within 15 days, the Employer will provide the Union with ten (10) copies of this Agreement. The Employer will provide a copy to every employee of USDA/Rural Development North Dakota, unit and non-unit employees, alike. All employees will be encouraged to read the Agreement.

ARTICLE 22

OFFICE SPACE

22.1 GENERAL

In the spirit of cooperation between sister agencies in the Service Center facilities the following guidelines will be followed along with the current signed Agreement on Space Acquisition and Usage (Appendix 7) and the Solicitation for Offers packet (a copy of which is available in each office). Reference: Agreement dated March 8, 2002.

22.2 OPEN SPACE CONCEPT

Space acquired for the use of the Service Center agencies shall comply with applicable USDA guidelines pertaining to the open space concept.

22.3 GENERAL SPACE ALLOCATION

There will be 150 square feet per person. This allocation includes space for general circulation and a reception area. Specialists and managers located in Service Centers shall be provided private offices.

22.4 RECEPTION AREA

Space for a reception area (including counter space) must come from the 150 square feet per person general allocation. RD-ND shall provide approximately 15 square feet per person as its share of the reception area. The reception area is joint use space and should be utilized in a manner determined by

RD-ND. RD-ND shall solicit input from the local union steward before FAC meetings to discuss the reception area.

22.5 CONFERENCE/TRAINING ROOM

The size of the conference/training room shall be based on the number of staff authorized for the service center, according to the following table.

Number of Staff	Square Feet Allowed
4 to 8	200 square feet
9 to 12	250 square feet
13 to 16	275 square feet
17 to 20	300 square feet
21 to 24	325 square feet
25 or more	350 square feet

The conference/training room is joint use space and should be utilized in a manner determined by RD-ND. The conference/training room shall not be used for office space or the storage of equipment or supplies. RD-ND shall solicit input from the local union steward before FAC meetings to discuss the conference/training room area.

22.6 MAIL/STORAGE ROOM

The size of the mail/storage area shall be based on the number of staff authorized for the service center, according to the following table.

Number of Staff	Square Feet Allowed
4 to 8	500 square feet
9 to 12	650 square feet
13 to 16	800 square feet
17 to 20	950 square feet
21 to 24	1100 square feet
25 or more	1350 square feet

The mail/storage room is joint use space and should be utilized in a manner determined by RD-ND. The mail/storage room shall be easily accessible to all

employees and is a suggested site for joint use equipment. The storage area should be kept clear of hazards and regularly maintained. RD-ND shall solicit input from the local union steward before FAC meetings to discuss the mail/storage room area.

22.7 CLIENT/BREAK ROOM

The size of the client/break room shall be based on the number of staff authorized for the service center, according to the following table.

Number of Staff	Square Feet Allowed
4 to 8	200 square feet
9 to 12	200 square feet
13 to 16	250 square feet
17 to 20	250 square feet
21 to 24	300 square feet
25 or more	300 square feet

The client/break room is joint use space and should be utilized in a manner determined by RD-ND. The client/break room shall not be used for office space or the storage of equipment or supplies. The client/break room shall be easily accessible to all employees. RD-ND shall solicit input from the local union steward before FAC meetings to discuss the client/break room area.

22.8 AUTOMATED DATA PROCESSING (ADP) ROOM

The size of the ADP room shall be based on the number of staff authorized for the service center, according to the following table.

Number of Staff	Square Feet Allowed
1 to 3	250 square feet
4 to 8	300 square feet
9 to 12	350 square feet
13 to 16	350 square feet
17 to 20	350 square feet
21 or more	400 square feet

The ADP room is a joint use space and should be utilized in a manner determined by RD-ND. It will be utilized as a location for the LAN/WAN equipment, computer supplies, printers, and other peripherals as appropriate. The ADP room shall be easily accessible to all employees and is a suggested site for joint use equipment. While a portion of the room may be devoted to a computer key station, it shall not be used for a regular workstation. The ADP room will have adequate temperature control to keep the room at a steady temperature for optimum functioning of equipment. RD-ND shall solicit input from the local union steward before FAC meetings to discuss the ADP room area.

22.9 SPECIAL PURPOSE SPACE

RD-ND may authorize special purpose space as needed at the site. Special purpose space is not joint use space and will be paid for fully by the authorizing agency. RD-ND shall solicit input from the local union steward before FAC meetings to discuss the special purpose space area.

22.10 SPACE FOR PARTNER ORGANIZATIONS (e.g., Soil Conservation Districts)

At its discretion, RD-ND may provide space for partner organizations. RD-ND shall solicit input from the local union steward before FAC meetings to discuss space provided to partner organizations.

22.11 GRATUITOUS SPACE

Occasionally, a successful bidder will have space available that is above and beyond the stated requirements of the agencies located at the site and will make it available at no charge if it is impractical to utilize it in another manner. RD-ND shall make every effort to secure space in proportion to the number of persons it authorizes at the site. RD-ND shall solicit input from the local union steward before FAC meetings to discuss any gratuitous space.

22.12 SHARED EQUIPMENT

All shared equipment shall be located pursuant to an agreement between the sister agencies. RD-ND shall solicit input from the local union steward before FAC meetings to discuss the shared equipment area.

22.13 COPIER

The number of copiers at a service center will depend on a variety of factors including office size and office layout. Employees will be provided ready access to copiers in order to accomplish work assignments. RD-ND and the Union steward shall strive to work together to resolve situations involving breakdowns, special needs, etc.

22.14 FAX

One FAX line will be installed at each service center unless an additional line is approved by the National Local Area Network/Wide Area Network Voice Project, LAN/WAN/Voice Project (LWV). Requests for additional lines are to be submitted to RD-ND.

22.15 FURNISHINGS

In shared office space, particularly in offices with the open space concept, we should strive towards having a workplace that is pleasant and has a professional appearance both for the benefit of employees and to convey the proper image of USDA to our clients. RD-ND will solicit input from the local union steward on planned acquisitions of furniture, partitions, etc., in an effort to acquire compatible office furnishings.

22.16 ADDRESSING ISSUES

The Union may raise issues of concern related to space and equipment to management. Such issues shall be raised at the local level. Any unresolved issues may be referred in writing to the RD-ND State Office.

22.17 FIGURES

The Parties agree that the figures used in this Article are representative of the Agreement between the USDA Agencies that occupy space in buildings owned or leased by the USDA and are not specifically binding between RD-ND Management and the Union. The Parties also agree that if unforeseen circumstances arise during the term of this agreement that adversely affect RD-ND from providing space in amounts currently applicable, RD-ND Management will provide notice and the parties will negotiate future space allocations.

ARTICLE 23

EMPLOYEE TRAINING AND DEVELOPMENT

23.1 GENERAL:

A. The Employer and the Union agree that the training and development of employees are important in accomplishing both the mission of the Employer and the career goals of the employees. The Employer will promote training programs, which are developed and maintained by the USDA, Rural Development. Within budget allocations, and with supervisor's approval, the Employer shall provide employees with training opportunities including formal courses, on the job training and self-development courses which are job related and to the benefit of the Agency. The employer shall determine training needs and shall establish priorities based on the needs of the Agency. Employees are encouraged to explore self-development training on their own initiative.

B. The Employer and the Union will actively work together to provide all employees training on interest-based bargaining and other cooperative/consensual labor relations techniques to be conducted by Federal Mediation and Conciliation Service (FMCS) or Federal Labor Relations Authority (FLRA). Efforts will be made to hold a combined training session during Fiscal Year 2004 and have this training posted timely on the events calendar.

23.2 TRAINING EXPENSES:

When authorized training requires the employee to be away from his/her duty station, the agency will select the method most advantageous to the Government. Travel expenses for approved training purposes shall be reimbursed in accordance with applicable travel regulations.

ARTICLE 24

EMPLOYEE PERSONNEL RECORDS

24.1 GENERAL:

Management shall maintain the Official Personnel Folder of each unit employee in accordance with applicable, laws, rules, and regulations. An employee may review his/her Official Personnel Folder upon request to the appropriate management official.

24.2 INFORMATION TO EMPLOYEES:

Copies of written materials placed into the Official Personnel Folder are provided to the employee. Employees should maintain their own set of copies for future reference.